

TITLE 55
PROPERTY IN GENERAL

CHAPTER 20
MANUFACTURED HOME RESIDENCY ACT

55-2001. SHORT TITLE. This chapter shall be known as and may be cited as the "Manufactured Home Residency Act."

[55-2001, added 1980, ch. 177, sec. 1, p. 375; am. 2011, ch. 184, sec. 2, p. 523.]

55-2002. GOOD FAITH. Every duty under this chapter and every act which must be performed as a condition precedent to the exercise of a right or remedy under this chapter imposes an obligation of good faith in its performance or enforcement.

[55-2002, added 1980, ch. 177, sec. 1, p. 375.]

55-2003. DEFINITIONS. For purposes of this chapter, unless the provisions or context otherwise requires, the following definitions shall govern:

- (1) "Abandoned home" means a home that:
 - (a) Is located in a community on a lot for which no rent has been paid for the preceding sixty (60) days; and
 - (b) The landlord reasonably believes under all the circumstances, by absence, words or actions, that the resident has left the home upon the lot with no intention of asserting any further claim to the lot or the home; or
 - (c) Is unoccupied or uninhabitable because of its total or partial destruction.
- (2) "Community" means any real property that is rented or held out for rent to others for the placement of two (2) or more homes for the primary purpose of production of income.
- (3) "Department" means the Idaho department of transportation.
- (4) "Fees" means financial obligations incidental to a resident's tenancy including, but not limited to, charges for late payments, pets, the storage of recreational vehicles and the use of community facilities.
- (5) "Home" means a mobile home, a manufactured home or, for purposes of this chapter only, a park model recreational vehicle.
- (6) "Landlord" means the owner, lessor, sublessor or operator, or any combination thereof, of a community and includes the agents of the landlord.
- (7) "Lot" means a specific area or portion of land in a community for rent, designated and designed to accommodate one (1) home and its appurtenances and intended for the exclusive use as a residence by the approved occupants of that home.
- (8) "Manager" means the person in charge of operations or in control of a community, whether or not he or she is the owner. "Manager" includes any company chosen by the landlord to administer or supervise the affairs of the community.
- (9) "Manufactured home" or "manufactured house" means a structure as defined in subsection (8) of section [39-4105](#), Idaho Code.
- (10) "Mobile home" means a structure as defined in subsection (9) of section [39-4105](#), Idaho Code.

(11) "Other charges" means fees, service charges, utility charges or any other financial obligations specified in the rental agreement, but not including rent.

(12) "Park model recreational vehicle" means a vehicle as defined in section [49-117](#), Idaho Code.

(13) "Recreational vehicle" means a vehicular type unit as defined in subsection (2) of section [39-4201](#), Idaho Code.

(14) "Rent" means periodic payments to be made in consideration for occupying a lot.

(15) "Rental agreement" means a lease or agreement between the landlord and the resident embodying the terms and conditions concerning the use and occupancy of a lot and includes month to month tenancies that arise out of the expiration of a fixed term rental agreement.

(16) "Resident" means a person lawfully entitled under a rental agreement or lease to occupy a lot in a community to the exclusion of others. "Resident" also means a tenant as that term is defined and used in other applicable state and federal laws.

(17) "Security" or "security deposit" means any refundable money or property given to assure payment or performance under a rental agreement.

(18) "Service charges" means separate charges paid for the use of electrical and gas service improvements that exist at a lot, or for trash removal, sewage and water, or any combination of the foregoing.

(19) "Transient" means a person who rents a lot for a period of less than one (1) month.

(20) "Utility" means a public utility that provides electricity, natural gas, liquefied petroleum gas, cable television, sewer services, garbage collection or water.

[55-2003, added 1980, ch. 177, sec. 1, p. 375; am. 1988, ch. 196, sec. 1, p. 370; am. 2011, ch. 184, sec. 3, p. 523; am. 2017, ch. 134, sec. 10, p. 321.]

55-2004. CHAPTER GOVERNS. This chapter shall regulate and determine legal rights, remedies and obligations arising from any rental agreement between a landlord and a resident regarding a lot, except in those instances in which: (i) the landlord is renting both the lot and the home to the resident; or (ii) the lot is rented or held out for rent to a recreational vehicle or travel trailer, not including a park model recreational vehicle. All such rental agreements shall be unenforceable to the extent of any conflict with any provision of this chapter. This chapter does not abrogate any rights the landlord or resident has under the laws and constitution of the United States or the state of Idaho.

[55-2004, added 1980, ch. 177, sec. 1, p. 376; am. 1988, ch. 196, sec. 2, p. 370; am. 2011, ch. 184, sec. 4, p. 524; am. 2017, ch. 134, sec. 11, p. 322.]

55-2005. RENTAL AGREEMENT. (1) A written rental agreement or lease shall be executed in duplicate by the landlord and the prospective resident, each to receive a copy. The landlord shall provide a copy of the community rules when the prospective resident submits an application for residency and prior to the execution of the rental agreement. The provisions of this chapter shall apply to all such agreements and to all other rental agreements to the extent applicable as set forth in this chapter.

(2) The requirement of subsection (1) of this section shall not apply if:

(a) The community or part thereof has been acquired by eminent domain or condemnation for a public works project; or

(b) An employer-employee relationship exists between a landlord and resident.

(3) The provisions of this section shall apply to any tenancy in existence on the effective date of this act, but only after expiration of the term of any oral or written rental agreement governing such tenancy, not to exceed twelve (12) months from the date of enactment of this section. Existing contracts may be perpetuated by agreement of both parties. If a resident fails to sign and return to the landlord, who has acted in good faith, any new or amended rental agreement following the written notice provided in accordance with the provisions of section [55-2006](#), Idaho Code, and the resident continues to hold the premises after the expiration of the notice period, then the notice shall of itself operate and be effectual to create and establish, as part of the rental agreement, the terms, rent, conditions and rules specified in the notice.

[55-2005, added 1980, ch. 177, sec. 1, p. 376; am. 1988, ch. 196, sec. 3, p. 371; am. 2011, ch. 184, sec. 5, p. 525.]

55-2006. ADJUSTMENTS TO RENT, SERVICES, UTILITIES OR RULES. (1) A landlord may increase or decrease rents after expiration of the lease term, but only with ninety (90) days' written notice to the residents. Such written notice shall be sent by first class mail, certified mail or personal delivery.

(2) Rental increases shall be uniform throughout the community. When rents within a community are structured by reason of lot or home size, amenities, lot location or otherwise, rental increases shall be uniform among all homes in the same rent tier.

(3) A landlord shall give written notice of such change to each affected home owner at least ninety (90) days prior to any amendment to the rental agreement. The landlord may not amend the rental agreement or rules more frequently than once in a six (6) month period.

(4) Rents in communities are governed by the provisions of subsection (2) of section [55-307](#), Idaho Code, which provides that a local governmental unit shall not enact, maintain, or enforce an ordinance or resolution that would have the effect of controlling the amount of rent charged for leasing private residential property.

(5) Notwithstanding the foregoing provisions, a rental agreement may include an escalation clause for a pro rata share of any increase or decrease in the community's ad valorem taxes, utility assessments, or other services as included in the monthly rental charge, after the effective date of such a change. Issues of public safety, health or property degradation may also be included in this section. The landlord shall give thirty (30) days' written notice to a resident before such an increase or decrease.

[55-2006, added 1980, ch. 177, sec. 1, p. 376; am. 1988, ch. 196, sec. 4, p. 371; am. 1993, ch. 380, sec. 1, p. 1395; am. 2011, ch. 184, sec. 6, p. 525.]

55-2007. REQUIRED RENTAL AGREEMENT PROVISIONS AND EXCLUSIONS -- DISCLOSURES. (1) Any rental agreement executed between the landlord and resident shall contain:

- (a) The terms for the payment of rent, including the time and place for payment, and a description of any other charges to be paid to the landlord by the resident. Other charges that occur less frequently than monthly shall be itemized in a billing to the resident;
- (b) A description of the utilities and services which are included in the monthly rent;
- (c) The rules of the community;
- (d) The names and addresses of the manager of the community and the owner of the community or a person who resides in the state who is authorized to act as agent for the owner; and
- (e) The terms and conditions under which any deposit or portion thereof may be withheld by the landlord upon termination of the rental agreement if any moneys are paid to the landlord by the resident as a deposit or as security for performance of the resident's obligations in a rental agreement.

(2) Any rental agreement executed between the landlord and resident shall not contain:

- (a) Any provision by which the resident agrees to waive or forgo rights or remedies under this chapter;
- (b) Any provision allowing the landlord to charge an "entrance fee" or an "exit fee." The expense of repairs or maintenance required by the landlord as a condition of the landlord's approval of a rental application shall not constitute an "entrance fee" or "exit fee" as those terms are used herein; or
- (c) Any provision which unreasonably restricts access to the community by invitees of the resident.

(3) The following terms and conditions shall be an implicit part of any rental agreement between the landlord and resident:

- (a) The landlord shall provide a base upon which the home is to be located and, in the case of a mobile or manufactured home, the base shall be prepared in accordance with the provisions of section [44-2201](#), Idaho Code.
- (b) The landlord shall, prior to removal of the wheels and axles, approve the positioning of the home upon the lot.
- (c) The landlord shall not permit any portion of the home, including the tongue, to extend into a roadway.
- (d) The landlord shall maintain street lights, entry lights and common area lighting, if any, in good working condition.
- (e) The landlord shall have the right of entry upon the lot for maintenance of utilities, protection of the community and periodic inspection of the premises, but shall not, except in the case of emergency or suspected abandonment by the resident, otherwise have the right of entry to such lot without the consent of the resident.
- (f) The landlord shall notify each resident within fifteen (15) days after a petition has been filed by the landlord for a change in the zoning of the land upon which the community is situated.

(4) Upon request, the landlord shall, prior to the execution of a rental agreement, provide the resident with a written statement containing the following information:

- (a) The name, address and telephone number of the owner or manager of the community.
- (b) A general description of the types of homes which may be brought into the community.
- (c) A general description of the boundaries of the lot to be provided.
- (d) A description of the utilities and services which are included in the rent.
- (e) A description of other utilities and services which are available within the community.
- (f) A description of the zoning under which the community operates, and the governmental entity having zoning jurisdiction.
- (g) The date and amount of the most recent rent increase.

[55-2007, added 1980, ch. 177, sec. 1, p. 376; am. 1988, ch. 196, sec. 5, p. 371; am. 1993, ch. 380, sec. 2, p. 1395; am. 2011, ch. 184, sec. 7, p. 526; am. 2017, ch. 134, sec. 12, p. 322.]

55-2008. RULES. (1) A written rule of the community is enforceable against the resident if it is part of the rental agreement signed by the resident.

(2) A rule adopted or amended after the resident enters into the rental agreement is not enforceable unless the resident consents to it or is given ninety (90) days' notice in writing except as provided in section [55-2006](#) (5), Idaho Code. A rule change restricting the type or size of a home permitted in the community shall not apply to a resident whose home was in compliance with community rules prior to the adoption or amendment.

(3) Rules shall be fairly and uniformly enforced and contain the effective date.

[55-2008, added 1980, ch. 177, sec. 1, p. 377; am. 1988, ch. 196, sec. 6, p. 372; am. 2010, ch. 168, sec. 1, p. 344; am. 2011, ch. 184, sec. 8, p. 527.]

55-2009. SALES OF HOMES AND TRANSFER OF LOTS. (1) No landlord shall deny any resident who owns his home the right to sell the home on a rented lot or require the resident to remove the home from the lot solely on the basis of the sale.

(2) The landlord shall not exact a commission or fee for the sale of a home on a rented space unless the landlord has acted as agent for the seller pursuant to a written agreement. The landlord may act as agent for the seller only upon the voluntary agreement of the seller and only if the landlord is licensed if licensure is required by law.

(3) A new rental agreement must be signed between the landlord and a prospective resident prior to the sale, transfer, assignment or subletting of the home if the home is to remain in the community. From the date of sale, assignment, transfer or subletting the new resident shall be bound by the terms of the agreement.

(4) The landlord shall approve or disapprove of the transfer, assignment or subletting of the home lot on the same basis that the landlord approves or disapproves of any new resident. Notice of approval or disapproval shall be given in writing within five (5) working days of receiving a written application.

(5) No home shall be removed from any community until the rent, including the month when the home is moved, together with all other charges

specified in the rental agreement, are paid, or the provisions of section [55-2009A](#), Idaho Code, have been fully complied with and the landlord notified of date and time of removal.

[55-2009, added 1980, ch. 177, sec. 1, p. 377; am. 1981, ch. 207, sec. 1, p. 372; am. 1988, ch. 196, sec. 7, p. 372.; am. 2011, ch. 184, sec. 9, p. 527.]

55-2009A. NOTICE OF LIENHOLDER -- LIMIT ON BACK RENT -- ABANDONMENT. (1) Any lienholder or legal owner of a home who wants to be protected under this section must so notify the landlord in writing of his secured or legal interest.

(2) If the resident becomes sixty (60) days in arrears in his rent or at the time of suspected abandonment by the resident on a lot, it is incumbent upon the landlord to notify in writing the lienholder and legal owner of the home and to communicate to the lienholder and legal owner the liability for any rent and other charges specified in the rental agreement. The lienholder shall be responsible for utilities from the date of notice. However, the landlord shall be entitled to a maximum of sixty (60) days rent due prior to notice to lienholder. Any and all costs shall then become the responsibility of the legal owner or lienholder of the home. The home may not be removed from the lot without a signed written agreement from the landlord or manager showing clearance for removal, showing all moneys due and owing paid in full, or an agreement reached with the legal owner and the landlord.

[55-2009A, added 1981, ch. 207, sec. 2, p. 373.; am. 2011, ch. 184, sec. 10, p. 528.]

55-2009B. SALE TO SATISFY LIENS. (1) When a home has been abandoned, the landlord, as the possessory lienholder, may proceed to conduct a sale of the abandoned home to satisfy the lien and costs of sale, if an authorization to conduct a lien sale has been issued by the department or a judgment has been entered in favor of the landlord on the claim which gives rise to the lien or the legal owner of the home and any lienholder have signed a release of any interest in the home.

(2) A possessory lienholder may apply to the department for the issuance of an authorization to conduct a lien sale. The application shall include all of the following information:

(a) A description of the abandoned home including the year and make and the vehicle identification number;

(b) The names and addresses of the legal owners of the abandoned home, if known, and the names and addresses of other persons whom the lienholder knows or reasonably should know to claim an interest in the home;

(c) A statement of the amount of the lien and the facts concerning the claim that give rise to the lien; and

(d) A statement that the lienholder has no information or belief that there is a valid defense to the claim that gives rise to the lien.

(3) Upon receipt of an application, the department shall send a copy of the application to the legal owners at their addresses of record with the department and to any other interested persons listed in the application. The department shall also send a notice which shall include the following information:

(a) That an application has been made with the department for the issuance of an authorization to conduct a lien sale;

- (b) That the person has a legal right to a hearing in court;
- (c) That if a hearing in court is desired, an enclosed declaration of opposition must be signed and returned;
- (d) That if the declaration is signed and returned, the possessory lienholder will be allowed to sell the abandoned home only if he obtains a judgment in court or obtains a release from the legal owners;
- (e) That the department will issue the authorization to conduct a lien sale unless the person signs and returns the declaration of opposition within ten (10) days after the date the notice was mailed; and
- (f) That the person may be liable for costs if the lienholder brings an action and if a judgment is entered in favor of the lienholder.

(4) If the department receives a timely mailed declaration of opposition, it shall notify the possessory lienholder that he or she may not conduct a lien sale unless:

- (a) A judgment has been entered in his or her favor on the claim which gives rise to the lien; or
- (b) The legal owners of the abandoned home have signed a release of any interest in the home.

(5) An applicant shall include with his application for lien sale a fee of ten dollars (\$10.00), which shall be deposited in the abandoned vehicle trust account. The fee shall be recoverable as a cost by the lienholder.

[55-2009B, added 2011, ch. 184, sec. 11, p. 528.]

55-2009C. NOTICE OF SALE. Prior to any sale pursuant to the provisions of section [55-2009B](#), Idaho Code, the possessory lienholder shall give at least ten (10) days' notice of the sale by advertising in one (1) issue of a newspaper of general circulation in the county in which the abandoned home is located. Prior to the sale of any home to satisfy a lien, twenty (20) days' notice by certified mail shall be given to the legal owner and to the department. All notices shall specify the make, the vehicle identification number and the date, time and place of the sale.

[55-2009C, added 2011, ch. 184, sec. 12, p. 529.]

55-2009D. RELEASE OF OWNER'S INTEREST IN ABANDONED HOME. (1) A legal owner of an abandoned home in the possession of a person holding a lien under the provisions of this chapter may release any interest in the home after the lien has attached.

(2) The release shall contain the following information:

- (a) A description of the abandoned home, including the year, make and vehicle identification number;
- (b) The names and addresses of the legal owners of record;
- (c) A statement of the amount of the lien and the facts concerning the claim which give rise to the lien; and
- (d) A statement that the person releasing the interest understands that he or she has a legal right to a hearing in court prior to the sale of the abandoned home and that he or she waives the right to contest the claim.

(3) A copy of the release shall be filed with the department in connection with the transfer of interest in an abandoned home under the provisions of this section.

[55-2009D, added 2011, ch. 184, sec. 13, p. 529.]

55-2009E. INSPECTION PRIOR TO SALE. No lien sale conducted pursuant to this chapter shall be undertaken unless the landlord has permitted access for public inspection of the exterior of the abandoned home for at least one (1) hour prior to the sale. Sealed bids shall not be accepted. The possessory lienholder shall conduct the sale in a commercially reasonable manner.

[55-2009E, added 2011, ch. 184, sec. 14, p. 530.]

55-2009F. DISPOSITION OF PROCEEDS. (1) The proceeds of a lien sale shall be disbursed as follows:

(a) To discharge the lien; then to actual costs of selling the property. The cost of selling shall be the actual cost, not to exceed two hundred dollars (\$200), for each abandoned home;

(b) The balance, if any, shall be forwarded to the department within five (5) days of the sale for payment to the legal owner of any unpaid obligation or for deposit in the abandoned vehicle trust account.

(2) Any person claiming an interest in the abandoned home may file a claim with the department for any portion of the funds from the lien sale that were forwarded to the department. Upon determination by the department that the claimant is entitled to some amount, the department shall pay an amount that in no case shall exceed the amount forwarded to the department in connection with the sale of the abandoned home. The department shall not honor any claim not filed within two (2) years of the sale.

[55-2009F, added 2011, ch. 184, sec. 15, p. 530.]

55-2010. TERMINATIONS. (1) Tenancy during the term of a rental agreement may be terminated by the landlord only for one (1) or more of the following reasons:

(a) Substantial or repeated violation of the rental agreement or the written rules of the community. The resident shall be given written notice to comply. If the resident does not comply within three (3) days, the resident may be given notice of a twenty (20) day period in which to vacate. In the case of periodic rather than continuous violation, said notice shall specify that the same violation repeated shall result in the termination.

(b) Nonpayment of rent or other charges specified in the rental agreement. The resident shall be given written notice. If the resident does not pay within three (3) days the resident may be given notice of a thirty (30) day period in which to vacate.

(c) Closure of the community or any portion thereof by order of a federal, state or local authority. The resident shall be given the notice required by such order.

(d) In the event of a taking of the community or any portion thereof by eminent domain or cessation of the lot rental operation or a portion thereof, the landlord shall give the affected resident and any subtenant not less than one hundred eighty (180) days' notice in writing prior to the date designated in the notice of termination. After the date notice of termination has been given as provided in this subsection, the landlord shall provide a copy of such notice to any prospective resident or purchaser if the home is to remain in the community. The landlord may not increase the rent during the notice period. This section does not limit a landlord's right to terminate a

tenancy for nonpayment of rent or for other causes under this chapter during the closure period.

(e) Abandonment.

(2) Except when a rental agreement is terminated for the reason provided in paragraph (e) of subsection (1) of this section, a landlord shall give the resident no less than ninety (90) days' written notice of an intention not to renew the rental agreement.

(3) A resident shall notify the landlord in writing thirty (30) days prior to the expiration of a rental agreement of an intention not to renew the rental agreement.

(4) Any resident who is a member of the armed forces, including the national guard and armed forces reserves, may, without penalty, terminate a rental agreement with less than thirty (30) days' notice if he receives reassignment or deployment orders which do not allow greater notice.

(5) The resident may terminate the rental agreement upon thirty (30) days' written notice whenever a change in the location of the resident's employment requires a change in his residence.

[55-2010, added, 1980, ch. 177, sec. 1, p. 378; am. 1988, ch. 196, sec. 8, p. 373; am. 2004, ch. 276, sec. 1, p. 766; am. 2011, ch. 184, sec. 16, p. 530.]

55-2011. RENEWALS. Rental agreements shall be automatically renewed for the original term, except as provided in section [55-2010](#), Idaho Code.

[55-2011, added 1980, ch. 177, sec. 1, p. 378.]

55-2012. IMPROVEMENTS. (1) The landlord shall not restrict the resident's freedom of choice in purchasing goods or services but may reserve the right to approve or disapprove any exterior improvements on a lot. Any request for lot improvements or changes must be submitted in writing. The approval or disapproval must be given in writing, be reasonable and be uniformly applied.

(2) Improvements, except those fixed to the soil, the removal of which would significantly damage the landscape of the lot, shall remain the property of the resident. In removing improvements on termination of the rental agreement, the resident shall leave the lot in better or substantially the same condition as upon taking possession.

[55-2012, added 1980, ch. 177, sec. 1, p. 378; am. 1988, ch. 196, sec. 9, p. 374; am. 2011, ch. 184, sec. 17, p. 531.]

55-2013. DEPOSITS -- SECURITY. (1) Any payment, deposit, fee or other charge which is required by the landlord in addition to periodic rent, utility charges or service fees, and is collected as prepaid rent or a sum to compensate for any resident default is a deposit governed by the provisions of this section.

(2) The landlord shall maintain a separate record of the deposits.

(3) Upon termination of the landlord's interest in the community, the landlord shall either transfer to his successor in interest that portion of the deposit remaining after making any deductions allowed under this section or return such portion to the resident.

(4) The claim of the resident to any deposit to which he is entitled by law takes precedence over the claims of any other creditor of the landlord.

[55-2013, added 1980, ch. 177, sec. 1, p. 378; am. 2011, ch. 184, sec. 18, p. 531.]

55-2013A. COMMUNITY RESIDENT ASSOCIATIONS. (1) The residents in a community have the right to organize a resident or homeowner's association to further their mutual interest and to conduct any other business and programs which the association shall determine. Community residents have the right to peacefully assemble and freely associate. Subject to reasonable notice and community facility rules, an association shall have the right to use the facilities of the community to conduct its business and programs including forums for or speeches by public officials or candidates for public office. When an association is organized it shall notify the landlord.

(2) A community resident association formed for the purpose of purchasing a community may give written notification to the landlord of the association's interest in purchasing the community.

(3) For the purpose of notification, the community resident association shall provide the names and addresses of the three (3) designated members or officers of their community association to the landlord annually.

(4) A community resident association that has notified the landlord of its interest to purchase the community may request in writing that it be notified by the landlord if the owner or agent of the owner enters into a listing agreement with a licensed real estate broker to affect the sale of all or part of the community. The landlord shall provide such notification to the three (3) members designated under subsection (3) of this section within fifteen (15) days of the owner entering into the listing agreement.

(5) This section shall not apply to any of the following:

- (a) A governmental entity taking by eminent domain;
- (b) A forced sale pursuant to foreclosure or a deed given in lieu of foreclosure;
- (c) Transfer by gift, devise or operation of law;
- (d) A transfer by a corporation to an affiliate;
- (e) A conveyance incidental to financing the community;
- (f) An exchange of the community for other real property;
- (g) A transfer by a partnership to one (1) or more of its partners;
- (h) A sale or transfer to a person who would be an heir, or to a trust the beneficiaries of which would be heirs, of the community owner if the community owner were to die intestate.

[55-2013A, added 1988, ch. 196, sec. 10, p. 374; am. 2011, ch. 184, sec. 19, p. 531.]

55-2014. RESIDENT ACTION FOR DAMAGES -- SPECIFIC PERFORMANCE. (1) A resident of a community may file an action against a landlord for damages and specific performance for:

- (a) Failure to maintain in good working order, to the terminal point of service, electrical, water or sewer services supplied by the landlord;
- (b) Maintaining the premises in a manner hazardous to the health or safety of the resident, including, but not limited to, a continuing violation of any of the following:
 - (i) Any rule adopted by the department of environmental quality governing public drinking water systems;
 - (ii) Any rule adopted by the department of environmental quality governing hazardous waste;

(iii) Any rule adopted by the public health district in which the community is located governing wastewater and onsite sewage treatment systems;

(iv) Any provision of the international fire code, as amended by the provisions of any fire code adopted by the county or municipality in which the community is located;

(v) Any provision of the uniform building code, as amended by the provisions of any building code adopted by the county or municipality in which the community is located.

Nothing contained in the provisions of this subsection is intended to extend the application of any such rule or code provision to a previously existing condition which, as of July 1, 1993, was exempt from the enforcement of such rule or code provision.

(c) Failure to return a security deposit as and when required by law;

(d) Breach of any term or provision of the lease or rental agreement materially affecting the health and safety of the resident, whether explicitly or implicitly a part thereof.

(2) Upon filing the complaint, a summons must be issued, served and returned as in other actions; provided however, that in an action exclusively for specific performance, at the time of issuance of the summons, the court shall schedule a trial within twelve (12) days from the filing of the complaint, and the service of the summons, complaint and trial setting on the defendant shall be not less than five (5) days before the day of trial appointed by the court. If the plaintiff brings an action for damages under this section, or combines this action for damages with an action for specific performance, the early trial provision shall not be applicable, and a summons must be issued returnable as in other cases upon filing the complaint.

(3) In an action under this section, the plaintiff, in his complaint, must set forth the facts on which he seeks to recover, describe the premises, and set forth any circumstances which may have accompanied the failure or breach by the landlord.

(4) If, upon the trial, the verdict of the jury, or, if the case be tried without a jury, the finding of the court, be in favor of the plaintiff against the defendant, judgment shall be entered for such special damages as may be proven. General damages may be awarded but shall not exceed five hundred dollars (\$500). Judgment may also be entered requiring specific performance for any breach of agreement shown by the evidence, and for costs and disbursements.

(5) Before a resident shall have standing to file an action under this section, he or she must give his or her landlord three (3) days' written notice, listing each failure or breach upon which his action will be premised and written demand requiring performance or cure. If, within three (3) days after service of the notice, any listed failure or breach has not been performed or cured by the landlord, the resident may proceed to commence an action for damages and specific performance.

(6) The notice required in subsection (5) of this section shall be served either:

(a) By delivering a copy to the landlord or his agent personally; or

(b) If the landlord or his agent is absent from his usual place of business, by leaving a copy with an employee at the usual place of business of the landlord or his agent; or

(c) By sending a copy of the notice to the landlord or his agent by certified mail, return receipt requested.

(7) The landlord is not liable if the maintenance condition was caused by the deliberate or negligent act or omission of the resident, a member of the resident's family or other person on the premises with the resident's consent.

[55-2014, added 1993, ch. 380, sec. 4, p. 1397; am. 2001, ch. 103, sec. 95, p. 334; am. 2002, ch. 86, sec. 11, p. 203; am. 2011, ch. 184, sec. 20, p. 532.]

55-2015. RETALIATORY CONDUCT BY LANDLORD PROHIBITED. The landlord shall not terminate a tenancy, refuse to renew a tenancy, increase rent or decrease services he normally supplies, or threaten to bring an action for repossession of a lot as retaliation against the resident because the resident has:

(1) Complained in good faith about a violation of a building, safety or health code or regulation pertaining to a community to the governmental agency responsible for enforcing the code or regulation.

(2) Complained to the landlord concerning the maintenance or condition of the community, rent charged or rules.

(3) Organized, become a member of or served as an official in a community resident association, or similar organization, at a local, regional, state or national level.

(4) Retained counsel or an agent to represent his interests.

[55-2015, added 1980, ch. 177, sec. 1, p. 379; am. 1988, ch. 196, sec. 12, p. 375; am. 2011, ch. 184, sec. 21, p. 533.]

55-2016. ARBITRATION AND MEDIATION. The landlord and resident may agree in writing to submit any dispute arising under the provisions of this chapter, or under the terms, conditions or performance of the rental agreement or under the rules of the community, to mediation or binding arbitration by an independent third party.

[55-2016, added 1993, ch. 380, sec. 5, p. 1398; am. 2011, ch. 184, sec. 22, p. 534.]

55-2017. PENALTIES. If upon the trial of any action brought under the provisions of section [55-2014](#), Idaho Code, or those of section [6-302](#) or [6-303](#), Idaho Code, the court shall find that the defendant acted with malice, wantonness or oppression, judgment may be entered for three (3) times the amount at which actual damages are assessed.

[(55-2017) 1980, ch. 177, sec. 1, p. 380; am. and redesign. 1993, ch. 380, sec. 6, p. 1398.]

55-2018. ATTORNEY'S FEES. In any action brought under the provisions of this chapter, or those of section [6-302](#) or [6-303](#), Idaho Code, except in those cases where treble damages are awarded, the prevailing party shall be entitled to an award of attorney's fees.

[55-2018, added 1993, ch. 380, sec. 7, p. 1399.]

55-2019. VENUE. Venue for any action arising under this chapter shall be in the district court of the county in which the lot is located.

[(55-2019) 1980, ch. 177, sec. 1, p. 380; am. and redesign. 1993, ch. 380, sec. 8, p. 1399; am. 2011, ch. 184, sec. 23, p. 534.]

55-2020. SERVICE OF NOTICE. (1) Any three (3) day notice to the resident as required by the provisions of this chapter may be served either:

(a) By delivering a copy to the resident personally; or

(b) If the resident be absent from the lot, by leaving a copy with someone of suitable age and discretion at the lot and sending a copy through the mail addressed to the resident at the lot. If a person of suitable age or discretion cannot be found at the lot, then by affixing a copy in a conspicuous place on the lot and sending a copy by certified mail return receipt requested addressed to the resident at the lot.

(2) Unless otherwise provided, any notice to the resident in excess of three (3) days as required by the provisions of this chapter may be served either:

(a) By delivering a copy to the resident personally; or

(b) By sending a copy by certified mail return receipt requested addressed to the resident at the lot.

(3) Service upon a subtenant may be made in the manner as provided in this section.

[55-2020, added 2011, ch. 184, sec. 24, p. 534.]